

# **EXHIBIT 1**

April 19, 2007

AGREEMENT

1. This agreement is between BCI International Holdings, Inc., Bio-Composites International, Inc., Kelly Nelson, and Carmen Lotito (altogether, the "Clients"), and Hoguet Newman Regal & Kenney LLP ("HNR") and Hinshaw & Culbertson LLP ("HC"; and together with HNR, the "Attorneys").

2. The Clients have settled the case captioned *Patricia G. Hughes et al., v BCI International Holdings Inc., et al.*, (S.D.N.Y. Case No. No. 05 CV 9085) (the "Action"). The Clients and other defendants in the Action were regularly billed for legal services rendered to them by HNR and HC in the Action, and the Clients acknowledge that they received bills from HNR and HC on timely basis during the course of the Action, reviewed those bills, and have no objections to the bills.

3. The Clients further acknowledge that they currently owe HNR \$225,526.35 for fees, disbursements and costs and HC \$339,281.63 for fees, disbursements and costs ("Outstanding Amounts"). The Clients shall pay the Outstanding Amounts to HNR and HC on or before June 30, 2007.

4. The Clients and Attorneys agree that payment of the Outstanding Amounts to HNR and HC shall be made in conjunction with the payments called for in the executed settlement agreement with the plaintiffs in the Action (the "Agreement"). Pursuant to the Agreement, the Clients deposited in escrow 2 million shares of stock of Petrohunter Energy Corporation (the "Escrow") having the value of \$2.5 million at the time of the Agreement, and they have made certain arrangements to maintain the economic value of the Escrow and have proffered opinions and warranties with respect to the Escrow. The Clients are not aware of any circumstances or facts that materially change any of the warranties or opinions in the Agreement that concern the Escrow.

5. The Clients agree that until the Outstanding Amounts owed to HNR and HC are fully paid, the Attorneys have liens for all or any unpaid portion of the Outstanding Amounts on any

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recovery through litigation or settlement obtained by one or more of the Clients in connection with any claims against Roger Glenn and/or Edwards Angell Palmer & Dodge LLP ("EAPD") or in the event that David Saltman makes a payment pursuant to a letter agreement dated March 8, 2007 ("Attorneys' Lien"). Notwithstanding the Attorneys' Lien, the Attorneys will reasonably cooperate with new counsel for BCI regarding claims against Glenn or EAPD, including providing file documents for a prospective lawsuit against EAPD.

6. The Clients and Attorneys agree that the Outstanding Amounts owed to HNR and HC shall be secured by the Escrow and by the Attorneys' Lien, provided, however, that the funds represented by the Escrow shall first be applied to meet the Clients' obligations to the plaintiffs under the Agreement. The Clients agree that they shall take no action with respect to the Escrow that could reasonably interfere with payment of the Outstanding Amounts owed to HNR and HC.

7. The Clients and Attorneys shall interact with each other in good faith to minimize any adverse economic effect to the Clients that could be caused by liquidation of the Escrow.

8. This agreement shall not be varied or superseded except in a subsequent writing executed by all of the Clients and Attorneys. All signatories below warrant that they are authorized to enter into this agreement. This agreement may be signed in counterparts and exchanged by fax or email in "pdf" format.

Dated: April 19, 2007

BCI INTERNATIONAL HOLDINGS, INC.

By:

Kelly Nelson

HOGUET NEWMAN REGAL &  
KENNEY LLP

By:

Fredric S. Newman  
Fredric S. Newman

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April 19, 2007

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HOGUET NEWMAN REGAL &  
KENNEY LLP

By: 

Kelly Nelson

By: \_\_\_\_\_

Fredric S. Newman

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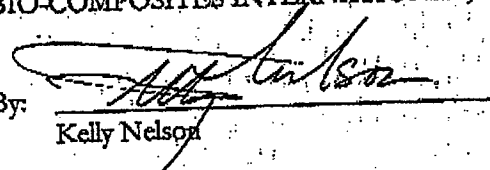
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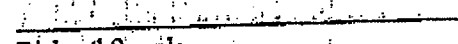
BIO-COMPOSITES INTERNATIONAL, INC.

HINSHAW & CULBERTSON LLP

By:

  
Kelly Nelson

By:

  
Richard Supple

KELLY NELSON

  
CARMEN LOTTO

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April 19, 2007

BIO-COMPOSITES INTERNATIONAL, INC. HINSHAW & CULBERTSON LLP

By: \_\_\_\_\_  
Kelly Nelson

By: \_\_\_\_\_  
Richard Supple

KELLY NELSON

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CARMEN LOTTO

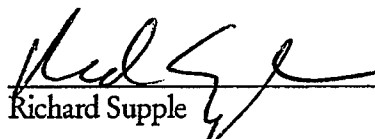
*Carmen J. Lotto*

April 19, 2007

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HINSHAW & CULBERTSON LLP

By: \_\_\_\_\_  
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